

**Connecticut Health Insurance Exchange
D/B/A Access Health CT**

Graphic Design and Production Services

Request for Proposal (RFP)

(7/21/14)

1.0 Summary

Since the passage of the Patient Protection and Affordable Care Act (PPACA) in March of 2010, and Governor Malloy's signing of Public Act 11-53 in July of 2011, Connecticut has aggressively built a state-based marketplace for health care coverage. The primary mission of the Connecticut Health Insurance Exchange, D/B/A Access Health CT, is to increase the number of insured residents in Connecticut, promote health, lower costs and eliminate health disparities. To accomplish this mission, the organization has developed a simple online shopping and enrollment experience for state residents and small businesses, as well as an extensive marketing, communication and enrollment infrastructure to raise awareness of new health insurance options and facilitate enrollment in coverage.

Working with a marketing agency and specialized consultants, Access Health CT successfully developed and launched a multi-faceted marketing and outreach campaign that engaged and educated a multitude of Connecticut residents. More than 200,000 state residents signed up for health care coverage during the open enrollment period that officially ended on March 31, 2014, exceeding Access Health CT's enrollment goals by 100%. Much of the success of this campaign can be attributed to broad-based outreach and awareness efforts such as TV and radio advertising, as well as direct marketing, outreach and in-person community-level engagement.

Access Health CT has developed a brand identity that appeals to a diverse array of consumers in Connecticut and established its position as a resource for consumers looking to purchase and/or understand more about health care coverage. From enrollment fairs with one-on-one enrollment assistance to virtual enrollment checklists, Access Health CT has endeavored to be accessible and responsive to the needs of consumers. As the second enrollment period draws near, Access Health CT intends to build on previous success by refining its brand identity and consumer-facing materials to meet the current needs of consumers.

Access Health CT intends to contract with a vendor that can bring a fresh perspective on its existing brand, and ensure that the suite of outreach and educational materials provided to consumers for the second open enrollment period are consistent, comprehensive, and engaging.

2.0 Scope of Work

In anticipation of the next open enrollment period which begins on November 15, 2014, Access Health CT will be looking to engage a marketing services firm with graphic design expertise to produce and update a series of creative assets for use in the organization's outreach, education and enrollment activities. The following activities will need to be performed.

- 1) Update and refresh of the Access Health CT logo: In order to continue to evolve the brand, a light update to the current logo treatment is requested, primarily consisting of providing additional depth and dimension to the logo (e.g. shadowing, 3D shading, etc.). Once treatment is determined, up to 6 additional logo versions will need to be produced including a stacked logo format and B&W versions.
- 2) Provide recommendations and updates to current archive of stock photos and images used in creative production: This is inclusive of a full review of all archived pieces containing these images, as well as researching and securing new images that align with campaign goals and objectives. Specific deliverables include evaluation and securing of 10 new images for use in print and web creative. Images will be primarily of individuals, couples and families.
- 3) Design, development and production of art files for use in digital, print, and video outreach and education pieces: This includes the development of:
 - a. Up to 8 printed brochures (4 double-sided single-sheet and 4 double-sided bi-fold)
 - b. Up to 3 newspaper ads (1/4 page, 1/2 page, and full page)
 - c. Up to 2 posters (dimensions TBD)
 - d. Up to 3 postcard mailers
 - e. 3 email newsletter templates (Access Health CT staff will utilize and disseminate content via Constant Contact)
 - f. The development of up to 10 digital banner ads
 - g. Graphic support for outside video production, primarily consisting of video-ready logos and images for use
 - h. Graphic support for marketing website production, primarily consisting of web-ready logos and images for use
 - i. Primary responsibility for coordination and transferring graphic elements above to relevant vendor partners
 - j. For each item listed above, a corresponding Spanish language version will be required. Translation of text will be provided by Access Health CT.
- 4) Provide a detailed and realistic timeline for the creation and review of each of these design elements.
- 5) Provide detailed accounting of cost for completing the work. This should be broken into two categories:
 - a. Cost for professional services to perform and deliver the items specified above.
 - b. Rate card for use in evaluating the cost of additional elements not contained here.

3.0 Background and Qualifications

Provide a summary of any past projects that would enable you to successfully perform this work. Specifically address experiences you have working in the areas of healthcare and health insurance.

Provide an anticipated staffing plan for this engagement, including biographical sketches of staff who will be engaged, their proposed role, and the amount of time (as a %) they would devote to Access Health CT account activity.

Lastly, please provide three references for relevant prior work, including name, title, phone, email, and a description of the work performed.

4.0 Insurance and Indemnification Requirements

Please describe your current insurance coverage for the following types of insurance: Commercial General Liability, Professional Liability, Worker's Compensation; and Automobile. Any Contract resulting from this RFP will require that the Contractor obtain and maintain: commercial general liability insurance in the amount of \$1,000,000 combined single limit per occurrence with any general aggregate limit being twice the occurrence limit or applying separately to the work covered by the Contract; professional liability insurance against all claims of error, omission, or negligent acts related to professional services to be provided, in amounts not than \$1,000,000 per each occurrence and in aggregate; worker's compensation insurance with minimum limits as required by law; automobile insurance in amounts not less than \$1,000,000.

The Contract will include the following indemnification from Contractor for the benefit of the Exchange and the State:

The Contractor shall indemnify, defend and hold harmless the Connecticut Health Insurance Exchange d/b/a Access Health CT, the State of Connecticut and their respective officers, directors, representatives, agents, servants, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with the Contractor's performance of this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the Contractor or Contractor Agents (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, fines/penalties, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any form. The term "Contractor Agents" means the Contractor's members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Contractor retains to perform under this Agreement in any capacity.

5.0 Records/Intellectual Property Requirements

The Contract will include the following provisions regarding records and intellectual property:

- a) The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under this Agreement, including, but not limited to, documents, data, plans,

books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.

- b) The parties, upon written request from the other party, shall provide to the other within a reasonable time, all original Records, or, in the sole discretion of the requesting party, copies thereof. The parties shall otherwise maintain all original Records, or copies thereof, for a period of five (5) years after the termination of this Agreement. Unless the parties agree otherwise in writing, all intellectual property rights existing prior to the Effective Date, will belong to the party that owned such rights prior to. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.
- c) The Exchange shall own all work product, and the copyright therein, resulting from the Services rendered by Contractor under this Agreement. The Contractor represents that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.
- d) Federal Requirements. In addition to the foregoing subsections of this Section, and without limiting any rights granted to the Exchange thereunder, the Contractor explicitly agrees to the following: This Agreement is in support of Connecticut's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare and Medicaid Services. This Agreement is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items. The Exchange shall own the copyright in any work product that is subject to copyright and was developed, or for which ownership was purchased, under this Agreement. The Contractor must deliver all intangible property, including but not limited to, intellectual property, to the Exchange in a manner that ensures the Centers for Medicare & Medicaid Services, an agency of the Department of Health and Human Services, obtains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work Product for Federal purposes, and to authorize others to do so. Federal purposes include the purpose of administering Connecticut's Exchange under the Affordable Care Act of 2010. The Contractor is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401. To the extent that the rights granted to the Exchange pursuant to this paragraph are greater than the rights granted to the Exchange elsewhere in this Agreement, the provisions of this paragraph shall control. No other provision of this Agreement shall limit the rights granted under this provision, and in the event of such a conflict, this provision shall control.

6.0 Notice of Special Compliance Requirements

The contract will include the following provisions requiring the Responder's compliance.

A. Nondiscrimination and Affirmative Action

a) For purposes of this Section A, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of this Agreement;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married, widowed, separated or divorced as recognized by the State of Connecticut;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which are owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and

(3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

- x. “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include an agreement where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

B. Certain State Ethics Requirements.

- a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OPM Ethics Form 1) for this purpose, attached as Appendix A. The first of these OPM Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Contractor to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor.

The Contractor shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

D. Trafficking Victims Protections Act of 2000, as amended.

Neither the Contractor nor the Contractor's employees shall:

- i. engage in severe forms of trafficking in persons during the term of this Agreement;
- ii. procure a commercial sex act during the term of this Agreement; or
- iii. use forced labor in the performance of this Agreement.

E. Cost Principles for State, Local and Tribal Governments.

As a Subcontractor of a federal grant recipient, Contractor is subject to the federal cost principle requirements as set forth in Title 2 Part 225, State, Local, and Indian Tribal Governments (previously A-87), if applicable.

F. Subcontractor Reporting and Executive Compensation.

As a Subcontractor of a federal grant recipient, Contractor is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L.109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170, if applicable. Subcontractors of a federal grant recipient must report information for each first tier subaward of \$25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding and Transparency Act Subaward Reporting System (FSRS) is available at www.fsrs.gov.

G. Central Contractor Registration and Universal Identifier Requirements.

As a Subcontractor of a federal grant recipient, Contractor is subject to the requirements of 2 CFR Part 25, Appendix A, if applicable.

7.0 Cost Proposal

Provide a cost summary using the basic template format below. Please provide a detailed narrative that supports these total costs.

Additionally, please provide a rate card or approximate hourly rates for reference, should other work or services arise that was not detailed or anticipated in the current project scope.

Estimated Costs by Engagement Area	(\$)
Logo refresh and versioning	

Research and securing of new art images	
Design development and production of specified pieces including	
a) Up to 8 printed brochures (4 double sided single-sheet and 4 double-sided bi-fold)	
b) Up to 3 Newspaper ads (1/4 page, 1/2 page, and Full Page)	
c) Up to 2 posters (dimensions TBD)	
d) Up to 3 postcard mailers	
e) 3 email newsletter templates	
f) The development of up to 10 digital banner ads	
g) Graphic support for outside video production, primarily encompassing providing video ready logo's and images for use	
h) Graphic support for marketing website production, primarily encompassing providing web ready logo's and images for use	
i) Primary responsibility for coordination and transferring graphic elements above to relevant vendor partners.	
j) For each item listed above, a corresponding Spanish language version will need to be produced as well. Translation of text will be provided by Access Health CT.	
Total Cost	\$

8.0 RFP Processes

Below please find a schedule of key dates and milestones for this RFP process.

Activity	Date
RFP Issued (open for 5 days)	July 21, 2014
Proposal Due Date	July 25, 2014
Oral Presentations for RFP finalists	July 28-31, 2014
Vendor Award	August 1, 2014

The initial term of the contract shall be from the date specified in the executed contract through completion of the project.

When preparing your response to this RFP, please adhere to the following list of requirements and guidelines below.

1. The Responder's proposal should consist of the following sections, in the order listed below:
 - a) Cover Letter
 - b) Table of Contents
 - c) Executive Summary
 - d) Organizational Qualifications
 - e) Approach and Methodology To Address Items Detailed In Scope of Work
 - f) Insurance and Indemnification
 - g) Records/Intellectual Property
 - h) Notice of Special Compliance Requirements
 - i) Proposed Project Timeline to Meet Key Dates

- j) Cost/Pricing Proposal
- k) Biographical Sketches for Key Personnel
- l) 3 References

2. The proposal should be formatted as follows:

- Paper size: 8.5 x 11 inches
- Minimum font size: 11 point (except for footnotes, headers, or footers)
- Ready for printing: All electronic files submitted will be pre-formatted for printing
- Software: All electronic files submitted should be created (or fully compatible) with any of the following software suites or packages: Microsoft Office 2010, Adobe PDF.

3. The Responder is required to submit:

- One (1) digital copy of the proposal

9.0 Rights of Access Health CT in Evaluating Proposals

Issuance of this RFP does not guarantee that Access Health CT will award a Contract to any Responder. Access Health CT reserves the right to withdraw, re-bid, extend or otherwise modify the RFP or the related schedule and process, in any manner, solely at its discretion.

Access Health CT also reserves the right to:

- Consider any source of information in evaluating Proposals;
- Omit any planned evaluation step if, in Access Health CT's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open Contract discussions with the second highest scoring Responder, if Access Health CT is unable to reach an agreement on Contract terms with the highest scoring Responder.

10.0 Disqualification

Any attempt by a Responder to influence a member of the evaluation committee during the Proposal review and evaluation process will result in the elimination of that Responder's Proposal from consideration.

11.0 RFP Contact

The contact person for the purposes of this request is:

Kecia Stauffer
The Connecticut Health Insurance Exchange D/B/A Access Health CT
280 Trumbull Street, 15th floor

Hartford, CT 06103
860-757-5315 (Phone)
kecia.stauffer@ct.gov (Email)

If you are interested in submitting a proposal, it should be sent to the contact above by the deadline of Friday, July 25, 2014 by 5:00 pm EST.